REMARKS

Upon entry of this paper, no claims have been amended, no additional claims have been canceled, and no claims have been added as new claims. Thus, claims 1-2, 4-9, and 11-18 are presently pending in this application. No new matter has been added.

Claim Rejections – 35 USC § 102

Claims 1-2, 8-9 and 15-18

Claims 2, 8-9 and 15-18 were rejected under 35 U.S.C. 102(e) as being anticipated by US Patent 6,614,430 to Rappoport. Applicants thank the Examiner for withdrawing the rejection of claim 1. There is no maintenance of the prior grounds of rejection for claim 1, while there is for the remaining claims 2, 8-9, 15-18. Under MPEP §707.07(e) and *Paperless Accounting, Inc. v. Bay Area Rapid Transit System*, 804 F.2d 659, 231 USPQ 649, a requirements or rejection in a prior Office Action is withdrawn if the examiner does not repeat or refer to that requirement or rejection.

With respect to claim 1, whose rejection has been withdrawn by the Examiner, Applicants confirm that Rappoport fails to anticipate claim 1 because not all claimed elements are disclosed in Rappoport. Specifically, the Examiner admits in the subsequent 103 Rejection that "Rappaport (*sic*) does not however substantially disclose the data stored as native data and a sub-set of native data, wherein the sub-set of native data results from processing to native data with at least one routine from a first library of executable routines to derive the sub-set of native data." (*see* Final OA, paragraph 12). Absent such disclosure, Rappoport cannot anticipate claim 1.

Independent claims 8, 14, 15, 16, 17, and 18 were all previously amended to include the same claim characteristic as that which is referred to in the 103 Rejection and quoted above. Namely, claims 8, 14, 15, 16, 17, and 18 all refer to the feature information and feature history as being "native data and a sub-set of native data, wherein the sub-set of native data results from processing the native data with at least one routine from a first library of executable routines to

derive the sub-set of native data" (*see* claims 1, 8, 14, 15, 16, 17, and 18). Accordingly, the characteristic specifically called out by the Examiner in the Final Office Action as *not being disclosed in Rappoport* is present in every independent claim pending in the present application. As such, Applicants submit that Rappoport cannot anticipate any of claims 1, 8, 14, 15, 16, 17, and 18.

Furthermore, the Final Office Action refers to col. 6, lines 46-49, as indicating that Rappoport discloses sharing "native data" between a first CAD application and a second CAD application. Applicants respectfully traverse this assertion. First, there is no disclosure in Rappoport that "lossless exchange" means or equates to providing access to "native data". Second, Rappoport is merely defining the term "lossless exchange" in the cited section of column 6. There is no assertion or disclosure in Rappoport that the invention of Rappoport is able to actually achieve lossless exchange. In fact, throughout the disclosure of Rappoport, the invention is described as targeting "*substantially* lossless exchange" (*see* throughout Rappoport). There is no disclosure in Rappoport of the device in Rappoport actually achieving "lossless exchange". Substantially lossless exchange is *not* lossless exchange, and neither is a disclosure of sharing native data. As such, even under the assumption that "lossless exchange" somehow equates to the sharing of native data (which Applicants dispute, and for which no evidence has been provided by the Examiner), Rappoport is only able to achieve "substantially lossless exchange". This is not the same as disclosing the provision of access to native data. Absent such a disclosure, there can be no anticipation by Rappoport of the pending claims.

Applicants additionally dispute the Examiner's assertion that claims 2, 8-9, 15-18 had "no specific arguments" (*see* Final OA, paragraph 9) in the prior Reply. Under the subheading "*Claims 1-2, 8-9 and 15-18*" Applicants indicated that the independent claims in that group had all been amended. Applicants further provided remarks directed toward the entire group of claims 1-2, 8-9 and 15-18, without narrowing the remarks to a subset of those claims. Accordingly, Applicants arguments applied to the entire group of claims.

In view of the above remarks, independent claims 1, 8, and 14-18 are all allowable over Rappoport based on the failure of Rappoport, as admitted in the Final Office Action, to disclose all characteristics of each of the pending independent claims. In addition, Applicants submit that

all claims depending from claims 1, 8, and 14-18 (namely, claims 2, 4-7, 9, and 11-13) are all allowable based at least in part on their dependence upon allowable base claims, in addition to their own claimed characteristics as detailed in each claim. Reconsideration and withdrawal of this rejection is respectfully requested.

Claim Rejections – 35 USC § 103

Claims 1-2, 4-9 and 11-18

Claims 1-2, 4-9 and 11-18 were rejected under 35 USC 103(a) as being unpatentable over Rappoport (US Patent 6,614,430) and in view of Kash (US Patent 6,542,937). Applicants respectfully traverse this rejection in view of the following remarks.

There is no suggestion or motivation in the references to combine them in the manner described in the Office Action. The motivation provided by the Examiner is to "eliminate the need for generic data files". However, this motivation is neither a stated object of the present invention, nor is it described in Rappoport. The solution in Kask to "eliminate the need for generic data files" is likewise insufficient to suggest combination with Rappoport's method for exchanging data. Rappoport is merely interested in "creation of a second parametric-based CAD file that preserves design intent of the parametric-based source CAD file" (*see* Rappoport, Abstract). The interface described in Kask was available to those of skill in the art of data exchange at least at the time of Rappoport's filing (Kask being filed 6 months prior to Rappoport), and Applicants assert that the interface described in Kask was known to those in the field of data exchange well prior to Kask's filing. If Rappoport desired such a solution, Rappoport would have described or suggested such a solution. However, such teaching or suggestion is absent from Rappoport. Thus, Rappoport provides no suggestion or motivation to combine with Kask. Furthermore, if Kask were motivated to transfer data between other CAD programs other than from 2-D CAD to a bend model system (which is a specific type of CAD format), Kask had the opportunity to describe, teach, or suggest such other CAD data transfers, since other CAD formats were well known in the art prior to Kask's filing. However, Kask did not provide such a teaching or suggestion. Kask limited his invention to the transfer of 2-D

CAD files to bend model systems. Thus, Kask provides no suggestion or motivation to combine with Rappoport.

With regard to the combination of Rappoport with Kask, such combination fails to teach or suggest all elements of the present invention as claimed. Applicants reiterate that Rappoport translates "the specification data into a target data format" (page 6, paragraph 2). As such, Rappoport requires conversion or translation from a source format of the first CAD application to an intermediate format, and then finally to a final or second CAD application format. Such multiple conversions/translations create multiple opportunities for losses of data and portions of data. There is no discussion in Rappoport of sharing the "native data" between the first CAD application and the second CAD application.

Kask has been combined with Rappoport for its discussion of implementing an interface "through the use of a static library of API functions or as dynamic link library" (*see* Final OA, paragraph 12). The combination of Rappoport with Kask, thus, can only be said to at best arguably teach the conversion or translation of "the specification data into a target data format" (*see* Rappoport) where the target data format is a "bend model" (*see* Kask throughout) through the use of "a static library of API functions or as dynamic link library" (*see* Kask), if such a configuration would actually function. However, there is no indication that the combination of Rappoport with Kask would actually function.

Accordingly, the combination of Rappoport with Kask fails to teach or suggest all claimed elements of the present application. As clearly indicated in the present application and pending claims, the present invention is directed to "sharing data between a first computer aided design (CAD) application and a second CAD application . . ." where the ". . . feature information and feature history relating to a modeled object the data [are] stored as native data and a sub-set of native data . . ." and the second CAD application is provided with "access to the feature information and feature history stored by the first CAD application . . ." and the ". . . sub-set of native data results from processing the native data with at least one routine from a first library of executable routines to derive the sub-set of native data . . ." (*see* claim 1, *see also* claims 8 and 14-18). This provision of access to native data and sub-sets of native data resulting

from an executable routine selected from a library is nowhere discussed, taught, or suggested in Rappoport or Kask, or in their combination.

Applicants dispute the Examiner's assertion that Applicants "merely recited an independent claim followed by a conclusory statement" (*see* Final OA, paragraph 10). Applicants clearly provided claim language that was in the pending claims, and indicated that the elements of the claim were not taught or suggested in the combined references. Applicants then provided an additional paragraph further specifying that the ". . . combination of Rappoport with Kask fails to provide the teaching or suggestion of providing the native data relating to the feature information and feature history such that the second CAD application can access the native data of the first CAD application directly" (*see* Reply of Jan. 10, 2005), thus calling out the specific elements missing from Rappoport and Kask. When something is neither taught nor suggested in a reference, there is no functional way to prove its absence from the reference. It is not conclusory to state that an element or elements are missing from a reference or combination of references, when they are in fact missing.

Applicants respectfully submit that unless a *prima facie* case of unpatentability with respect to known facts is established, applicants are not obliged to proffer any evidence of nonobviousness. To establish a *prima facie* case there must be some suggestion or motivation, either in the prior art or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine multiple reference teachings. There must then be a reasonable expectation of success. Finally, the prior art reference or references (when combined) must teach or suggest all the claimed limitations.

Applicants respectfully submit that Rappoport and Kash are not combinable, and even if combined, the combination of Rappoport and Kash fails to teach or suggest every characteristic of Applicants' claims 1, 8, and 14-18, and all claims depending therefrom (namely, claims 2, 4-7, 9, and 11-13) which are patentable based on their dependence upon allowable base claims in addition to their own claimed characteristics specified in each claim. Applicants further submit that all claims of the present invention are not obvious with respect to, and are therefore allowable over, the cited documents. Reconsideration and withdrawal of this rejection is respectfully requested.
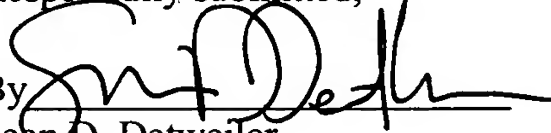
CONCLUSION

In view of the foregoing, it is respectfully submitted that this application is now in condition for allowance. Applicants courteously solicit allowance of the claims in the form of a Notice of Allowance. Should there be any outstanding issues of patentability following the entry of this response, a telephone interview is respectfully requested to resolve such issues.

Please charge any shortage or credit any overpayment of fees to our Deposit Account No. 12-0080. In the event that a petition for an extension of time is required to be submitted herewith, and the requisite petition does not accompany this response, the undersigned hereby petitions under 37 C.F.R. §1.136(a) for an extension of time for as many months as are required to render this submission timely. Applicant believes no fee is due with this statement. However, if a fee is due, please charge our Deposit Account No. 12-0080, under Order No. PAS-171 from which the undersigned is authorized to draw.

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Respectfully submitted,

By

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